

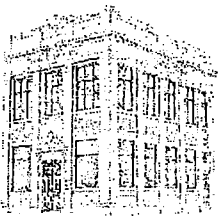
EXHIBIT 4

From: Joel Baar
Sent: Friday, November 21, 2014 4:36 PM
To: Billy Jones
Subject: RE: Settlement Documents

Billy:

Your changes make sense to me. However, I have a client that is very sensitive to the tone of this license agreement being akin to a franchise agreement. My request is that you incorporate your proposed changes, send me a clean copy, and I will discuss it with my client. He is really concerned that Floyd's is dictating under 4.1 how he runs his business. I've tried softening that by saying that the current use is acceptable.

As to the poster wall, my understanding is that all poster walls are above the stainless steel counter. All poster walls are being transitioned. With that said, my client is concerned that having 1 random poster up in some area around the business is going to be deemed a violation, which I don't think is realistic. Maybe we add "Licensee may not have a poster wall / collage of the kind referenced in the lawsuit".



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From: Billy Jones [<mailto:billy.jones@moyewhite.com>]
Sent: Friday, November 21, 2014 3:47 PM
To: Joel Baar
Subject: RE: Settlement Documents

Joel. Called and left a message. I think we can get this done with a 5 minute phone call.

So, I've shortened the 4.1 below even more, to the bare minimum to try to make it work.... Here it is.

4.1 During the term of this License, Licensee agrees that its services provided in connection with its use of the poster wall shall be of the same nature and quality as the services provided in its downtown Grand Rapids, Michigan location. Towards that end, during the term of the license, until transitioned, Licensee agrees to maintain the poster wall in the same nature and quality standard of its downtown Grand Rapids, Michigan location in all of its locations.

Even shorter and better (hopefully), and we can change the heading for 4.1 from the existing "CONTROL AND MAINTENANCE OF QUALITY STANDARDS" to "CONTROL AND MAINTENANCE OF EXISTING STANDARDS" to be even more clear.

Final issue for me is tweaking the language on saying the "Poster Wall" is limited to only the wall over a stainless steel counter. Frankly, my folks don't know and can't confirm whether the poster walls are actually on only that one wall in all locations and or whether the counter they are over is stainless or something else. If he's got a poster wall, he needs to take it down, and I think we all agree on that.

At risk of overlawyering, I think this is one where just calling it the "poster wall" works for all, or if need be, maybe we can define by reference to the lawsuit itself.... That way we are not worrying about which particular wall has it.

Would welcome your thoughts, and I'm, thinking you and I can get this done.

Call me..

720-212-8894 (cell)

From: Joel Baar [<mailto:joelb@bolhouselaw.com>]

Sent: Thursday, November 20, 2014 12:11 PM

To: Billy Jones

Subject: RE: Settlement Documents

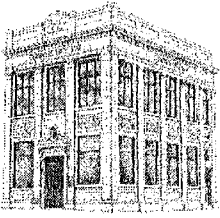
Billy:

It seems to me that intellectual property attorneys are getting in the way of implementing the settlement. The language of 4.1 seems too broad for my comfort, and I cannot get my client to accept that language. The gist of the concern is "I'm agreeing to a license, but the license is really for the poster wall – which is what I agreed to change. I didn't agree to run my business a certain way." I respect that position, and am trying to find a way to deal with it. What if we changed 4.1 to read:

4.1 During the term of this License, Licensee agrees that its use of the poster wall under the Trade Dress shall be of the same nature and quality as the poster wall at its downtown Grand Rapids, Michigan location. Floyd's agrees that Licensee's use of the poster wall under the Trade Dress, as exemplified in the downtown Grand Rapids, Michigan location, comports with and does not tarnish the reputation of Floyd's. Towards that end, during the term of the license, until transitioned, Licensee agrees to maintain the poster wall in the same nature and quality standard of its downtown Grand Rapids, Michigan location in all of its locations.

I am at a point where my client doesn't want to agree to any portion of the license agreement for the simple reason he's not a franchisee. He just wants to sign the settlement agreement and get this matter done. Jablonski has had the settlement money for a long time. With that said, I understand you need something, but the more this license

agreement looks like a franchisee document, the less appealing it becomes. If there is any way to incorporate the important pieces of the license into the settlement, I'm all for it.



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From: Billy Jones [<mailto:billy.jones@moyewhite.com>]

Sent: Wednesday, November 19, 2014 11:47 AM

To: Joel Baar

Subject: RE: Settlement Documents

Think we are good but still confirming. I need one addition and one add back in the Section 4. My IP guy tells me I need the language highlighted below. Can't see that as much of a problem, but give it a look.

Billy

SECTION 4

CONTROL AND MAINTENANCE OF QUALITY STANDARDS

4.1 During the term of this License, Licensee agrees that its use of the Trade Dress, and the nature and quality of all services provided by it under the Trade Dress, shall conform to the quality standards as those currently employed by Licensee at its downtown Grand Rapids, Michigan location. Floyd's agrees that Licensee's use of the Trade Dress, as exemplified in the downtown Grand Rapids, Michigan location, comports with and does not tarnish the reputation of Floyd's. Towards that end, Licensee agrees to maintain the quality standards of its downtown Grand Rapids, Michigan location in all of its locations so as not to tarnish the reputation of Floyd's.

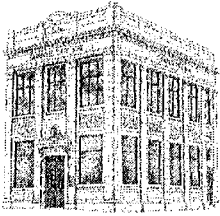
4.2 During the term of this License, Licensee agrees to comply with all applicable laws and regulations, and shall obtain all appropriate governmental licenses and approvals pertaining to the marketing, sale, and offering of services by Licensee under the Trade Dress.

From: Joel Baar [<mailto:joelb@bolhouselaw.com>]

Sent: Monday, November 17, 2014 11:51 AM

To: Billy Jones
Subject: Settlement Documents

Billy – where are we at on the settlement documents?



Joel W. Baar

joelb@bolhouselaw.com

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William "Billy" F. Jones

Partner

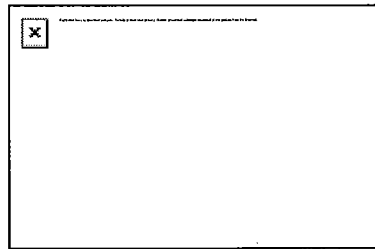
303 292 7930



Moye White LLP Attorneys at Law

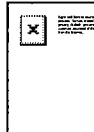
16 Market Square 6th Floor 1400 16th Street Denver CO 80202-1486

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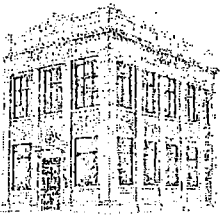
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From: Joel Baar
Sent: Monday, November 24, 2014 2:49 PM
To: Billy Jones
Subject: RE: Clean copies

Billy:

Attached is what my client has agreed to sign (and did sign already, much to my surprise). It is the Settlement Agreement which omits any reference to the license agreement in the Explanatory Statement(C) as well as Paragraph 2. Please review it and let me know your thoughts.



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From: Billy Jones [<mailto:billy.jones@moyewhite.com>]
Sent: Friday, November 21, 2014 5:28 PM
To: Joel Baar
Subject: Clean copies

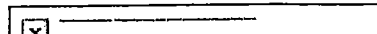
Joel. Clean copies attached.

I changed the heading for section 4 of the license and the text of 4.1 to what we discussed.

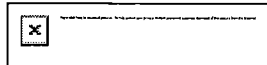
Also, in the settlement agreement, I defined "poster walls" with reference to the lawsuit as you suggested, and used that term throughout.

Please read through, and let's confirm that this works.

Billy
William "Billy" F. Jones



Partner
303 292 7930



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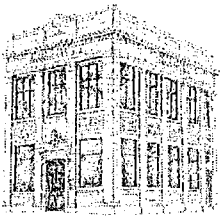


From: Joel Baar
Sent: Wednesday, December 17, 2014 5:09 PM
To: Billy Jones
Subject: RE: Floyd's Jude's

Billy:

See attached – they came in this morning. Thomas indicated he made a few small changes to the Settlement Agreement to better specify the location of the poster wall. I believe this is in Paragraph 2(b). I have not compared this with the most recent draft, nor have I had a chance to review it for any other changes he may have made, but he did not identify any. I say that only to make sure we're on the same page, and that you don't think I tried to sneak something in there. Please let me know if you have any concerns with his amendments. I pray that we are there.

Joel



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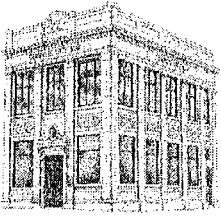
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From: Billy Jones [<mailto:billy.jones@moyewwhite.com>]
Sent: Wednesday, December 17, 2014 5:01 PM
To: Joel Baar
Subject: RE: Floyd's Jude's

?????

From: Joel Baar [<mailto:joelb@bolhouselaw.com>]
Sent: Monday, December 15, 2014 12:08 PM
To: Billy Jones
Subject: RE: Floyd's Jude's

My client just got back in town, so I'm hoping to get you some autographs shortly.



Joel W. Baar

joelb@bolouselaw.com

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From: Billy Jones [<mailto:billy.jones@moyewwhite.com>]

Sent: Wednesday, December 10, 2014 10:23 AM

To: Joel Baar

Subject: RE: Floyd's Jude's

That is great. Here are the two revised versions.

Billy

From: Joel Baar [<mailto:joelb@bolouselaw.com>]

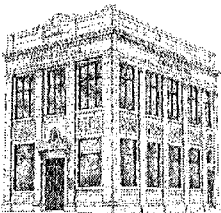
Sent: Tuesday, December 09, 2014 6:06 AM

To: Billy Jones

Subject: RE: Floyd's Jude's

I can't believe it – we have an agreement! Jude's will take the third option – if you would make the revision and send it over, I will get it signed. However, Thomas is out of the area until next Monday, so it will be a few days before he can sign. I'm happy to sign the dismissal so we can wrap up the court case during the interim.

Joel



Joel W. Baar

joelb@bolouselaw.com

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From: Billy Jones [mailto:billy.jones@moyewhite.com]
Sent: Monday, December 08, 2014 4:03 PM
To: Joel Baar
Subject: RE: Floyd's Jude's

Joel. I am trying very hard to get this complete. Let me offer three potential options for section 4.1. Any one of these would work for us, and I have tried to structure them with as much sensitivity to your client's concerns as possible. I have also tried to make them as generic as possible.

Please tell me one of these would work.

Billy

4.1 During the term of this License, Licensee agrees that it will continue to provide the Licensee's present level of services as offered in its downtown Grand Rapids, Michigan location.

4.1 During the term of this License, Licensee agrees that it will continue to operate in the same manner as it has at its downtown Grand Rapids, Michigan location.

4.1 During the term of this License, Licensee agrees that it will continue to operate its locations in the same manner as it has in the past.

From: Joel Baar [mailto:joelb@bolhouselaw.com]
Sent: Friday, December 05, 2014 1:43 PM
To: Billy Jones
Subject: RE: Floyd's Jude's

Billy:

The issue, as we see it, is an attempt in 4.1 to create something larger than a license (which is a right to use) by imposing service standards on the use of the license for the poster wall. We would agree with a standard on the use of the poster wall using the GR location as the standard (at least the poster wall that used to be up at that location since it has since been transitioned), but are struggling with the imposition of a service standard which is something different than was agreed. In other words, Floyd's has every right to protect the use of its trade dress and the standard of how it is used – but to impose a service standard above and beyond that seems a bit much. I realize the heightened sensitivity between our clients is what is making what may be a minor issue a bigger issue, but Jude's cannot agree to any language that allows Floyd's to dictate how Jude's provides services and what standards (recognizing of course that Jude's has every incentive to provide high quality services to its clients). With that said, here's what I propose to 4.1:

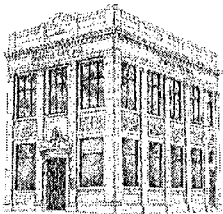
From:

4.1 During the term of this License, Licensee agrees that its services provided in connection with its use of the poster wall shall be of the same nature and quality as the services provided in its downtown Grand Rapids, Michigan location. Towards that end, during the term of the license, until transitioned, Licensee agrees to maintain the poster wall in the same nature and quality standard of its downtown Grand Rapids, Michigan location in all of its locations.

To:

4.1 During the term of this License, Licensee agrees that its use, under this license, of the poster wall shall be of the same nature and quality as the poster wall that was located in its downtown Grand Rapids, Michigan location. Towards that end, during the term of the license, until transitioned, Licensee agrees to maintain any poster wall at any location in the same nature and quality as its downtown Grand Rapids, Michigan location.

Please tell me that is acceptable language so we can go get a beer. Thank you.



Joel W. Baar

joelb@bolhouselaw.com

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From: Billy Jones [<mailto:billy.jones@moyewwhite.com>]

Sent: Friday, December 05, 2014 11:18 AM

To: Joel Baar

Subject: RE: Floyd's Jude's

Joel. Appreciate the attempt, but this license is not really a license at all. As we discussed previously, the necessity for standards are critical to avoid a "naked" license, which is not really a license at all. The only standard we asked was that your guy just keep doing what he is doing. I don't see how that is at all problematic or unreasonable.

We really can't wait on this any longer. Please take the weekend with you guy and get him on board with signing the last agreed versions of this. If we can't get sign by Monday, we'll have to contact the court, let me know we don't have a deal, and get back on the trial track and/or travel back to Detroit to discuss enforcement of the settlement agreement with the judge. That really isn't in anyone's best interest.

Here is hoping we can get these signed.

Billy

From: Joel Baar [<mailto:joelb@bolhouselaw.com>]
Sent: Tuesday, December 02, 2014 2:56 PM
To: Billy Jones
Subject: RE: Floyd's Jude's

Billy:

I have pushed very hard to get my client to sign a limited license agreement that will comply with Paragraph 1 and 6 of the handwritten settlement agreement. Attached is the license agreement he has informed me that he is willing to sign. It simply permits Jude's the right to use the poster wall, without the extraneous legalese that has been submitted as part of an overly broad and burdensome franchisee license agreement. I believe this document complies with the handwritten settlement agreement in that regard. Please advise. Thank you.



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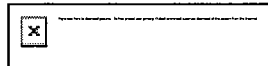
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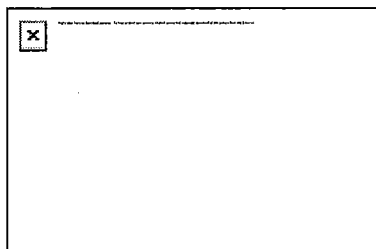
From: Billy Jones [<mailto:billy.jones@moyewhite.com>]
Sent: Tuesday, December 02, 2014 4:04 PM
To: Joel Baar
Subject: Floyd's Jude's

Joel. I need a signed license. Otherwise we are kinda nowhere, and I need to let the court know we're not settled and back to square one. Please tell me you've talked to your guy and he's signing the last set of docs I sent. If a minor tweak is needed, fine but let me know. We can't let this hang out much farther.

Billy
William "Billy" F. Jones
Partner
303 292 7930



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tel 303 292 2900 fax 303 292 4510 www.moyewhite.com



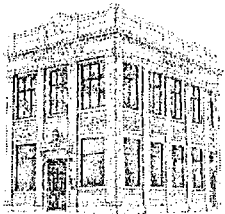
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From: Joel Baar
Sent: Thursday, December 18, 2014 1:45 PM
To: Billy Jones; James Jablonski
Subject: RE: Settlement docs

Billy:

I'm trying to track down Thomas, but I looked at the difference. The language that was added is harmless. The location of the poster wall is the same in every Jude's, just like in the drawing on the attachment to the agreement, and as described in the language. I have confirmed that the location is the same from a Jude's representative.



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From: Billy Jones [<mailto:billy.jones@moyewwhite.com>]
Sent: Thursday, December 18, 2014 1:00 PM
To: James Jablonski
Cc: Joel Baar
Subject: RE: Settlement docs

Jim. Martin added some language prior to signing on the definition of the poster wall prior to signing. I've told Joel about it, and we're looking for a signature on that without the added lingo. At that point, we will finally be done. License is fine.

Thanks.

Billy

From: James Jablonski [<mailto:jim@jablonski-law.com>]
Sent: Thursday, December 18, 2014 10:45 AM
To: Billy Jones

Cc: 'Joel Baar'

Subject: Settlement docs

Attached are the Executed documents.

As I've mentioned I have the settlement funds in my trust account. Please let me know how you want the check made payable.

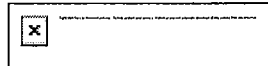
I am happy to come over to your office with the check in exchange for executed docs including the dismissal. I will hold the dismissal until the check clears if you like.

Jim

William "Billy" F. Jones

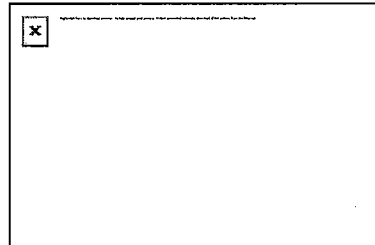
Partner

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